

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

CONSOLIDATED ELECTRICAL)
DISTRIBUTORS, INC.,)

Plaintiff,)

v.)

Case No. 3:19cv00760

PEG ALTERNATIVE ENERGY, INC.,)

Serve: Christopher E. Gatewood,)

Registered Agent)

1905 Huguenot Road, Suite 200)

Richmond, Virginia 23235)

and)

JOE E. ORDIA,)

3343 S. Meadow Circle)

Powhatan, Virginia 23139)

and)

RACHEL ORDIA,)

3343 S. Meadow Circle)

Powhatan, Virginia 23139)

Defendants.)

COMPLAINT

Comes now the Plaintiff, Consolidated Electrical Distributors, Inc. ("Plaintiff"), by counsel, and for its Complaint states as follows:

Nature of Case

1. Plaintiff is in the business of selling electrical materials to contractors.
2. The Defendant PEG Alternative Energy, Inc. ("PEG"), is a Virginia corporation and at all times relevant hereto was in the business of selling and installing solar electric systems to end users.

3. The Defendants Joe E. Ordia and Rachel Ordia (jointly “Ordias”) are believed to be principals in PEG and are officers of PEG.

4. This case involves claims by the Plaintiff against PEG for PEG’s failure to pay Plaintiff substantial sums owing for electrical materials purchased by PEG. The Ordias are sued on a guaranty they made of PEG’s obligations to the Plaintiff.

Jurisdiction

5. Plaintiff is a corporation organized under the laws of Delaware, with its principal place of business in Texas.

6. PEG is a Virginia corporation with its principal place of business in Virginia, and the Ordias are residents and citizens of the Commonwealth of Virginia.

7. Diversity jurisdiction exists in this Court pursuant to 28 U.S.C. § 1332(a), as the matter in controversy herein is between citizens of different states and exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

Venue

8. Venue is proper in this district and division pursuant to 28 U.S.C. §§ 1391(b)(1) and (2) as the Defendants reside in this district and division and a substantial part of the events or omissions giving rise to the claim occurred in this district and division.

Background and Cause of Action

9. In early 2019, PEG entered into an open account relationship with Plaintiff to purchase electrical materials on credit.

10. On or about April 4, 2019 PEG submitted a credit application and entered into a credit agreement for credit sales with the Plaintiff to purchase materials from the Plaintiff on credit. On page 2 of the agreement the Defendants, Joe Ordia and Rachel Ordia personally guaranteed the

credit obligations of PEG. A copy of the application and agreement with the guaranty provision is attached hereto as **Exhibit A**.

11. The credit agreement provides that PEG in addition to paying principal and interest will be liable for Plaintiff's reasonable attorney's fees, collection expenses, and costs. The agreement further provides that the terms and conditions on the front and back of Plaintiff's invoices shall be a term of the contract of each sale from Plaintiff to PEG. Each invoice provides that service charges/interest shall accrue at 1½% per month on all past due invoices.

12. The personal guaranty of Joe Ordia and Rachel Ordia unconditionally guarantees PEG's indebtedness to Plaintiff including service charges, and the Ordias agreed to be liable for Plaintiff's reasonable attorney's fees, collection expenses, and costs.

13. After entering into the credit agreement, PEG placed a series of orders with the Plaintiff to purchase electrical materials, which materials were delivered to PEG and accepted by PEG.

14. Plaintiff invoiced PEG for the costs of the purchased materials. Copies of the invoices reflecting the nature of the materials purchased, and the invoiced amounts are attached hereto cumulatively as **Exhibit B**.

15. In breach of the purchase contracts, the credit agreement, and the Ordias personal guaranty, PEG and the Ordias failed after demand to pay the invoiced amounts due for the materials.

16. PEG, Joe Ordia and Rachel Ordia are jointly and severally liable to Plaintiff in the principal amount of Two Hundred Thirty-Seven Thousand, Five Hundred Eighty-Three and 58/100 Dollars (\$237,583.58) together with accrued interest through September 30, 2019 in the amount of Eighteen Thousand Sixty-Two and 54/100 Dollars (\$18,062.54) and interest thereafter

on the principal balance at the rate of 1½% per month (18% per annum), all as set forth in the statement of account dated October 1, 2019 attached hereto as **Exhibit C**, and verified by the affidavit of Plaintiff's Division Credit Manager, Ronald Schumacher, attached hereto as **Exhibit D**. In addition to the principal and interest, PEG and Joe Ordia and Rachel Ordia are liable to the Plaintiff for its reasonable attorney's fees, collection expenses, and costs, all as provided in the credit agreement and the personal guaranty contained therein.

WHEREFORE, your Plaintiff, Consolidated Electrical Distributors, Inc. respectfully moves for judgment against PEG Alternative Energy, Inc., Joe E. Ordia and Rachel Ordia, jointly and severally, in the principal amount of Two Hundred Thirty-Seven Thousand, Five Hundred Eighty-Three and 58/100 Dollars (\$237,583.58) together with accrued and unpaid interest through September 1, 2019 in the amount of Eighteen Thousand Sixty-Two and 54/100 Dollars (\$18,062.54), and pre-judgment and post-judgment interest at the rate of 1½% per month (18% per annum), from September 30, 2019 until paid, and for its reasonable attorney's fees, collection expenses, and costs in this behalf expended, and for such other relief as the Court deems just and proper.

CONSOLIDATED ELECTRICAL
DISTRIBUTORS, INC.

By: /s/ Robert A. Ziogas

Of Counsel

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